

Davenport CSD

AFSCME Council 61 (Food Service)

7/1/2005 6/30/2007

FOOD AND NUTRITION SERVICE AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 751

AND

THE DAVENPORT COMMUNITY

SCHOOL DISTRICT

2005 - 2007

DAVENPORT, IOWA

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PREAMBLE

The Agreement is made and entered into by the Davenport Community School District in the counties of Scott and Muscatine, State of Iowa, hereinafter called the District, and the American Federation of State, County and Municipal Employees, Local No. 751, hereinafter called the Union, on behalf of the employees in the bargaining unit, recognized and described in Article I (Recognition) of the Agreement.

ARTICLE I

RECOGNITION

The District recognizes the Union as the exclusive bargaining representative for the unit which includes all full-time and regular part-time school Food and Nutrition Services-Baker I, Baker II, Head Cooks, Cooks, Cooks-in-Charge, Cashiers, Food Service Workers and Van Drivers in the employ of the Davenport Community School District Board of Education, in the Counties of Scott and Muscatine State of Iowa, as determined by Iowa Public Employment Relations Board Case No. 5808, or subsequent alterations or amendments thereto.

But recognition excludes Para Educators, Clerical Staff, Substitutes, Food and Nutrition Services Supervisors, Managers, Secretaries and all others excluded by Section 4 of the Act, as determined by Iowa Public Employment Relations Board in Case No. 5808, or subsequent alterations or amendments thereto.

At the end of the Fall New Employee Orientation for Food and Nutrition Service Employees, the Union will be allowed no more than (15) minutes for a union presentation to new employees. The presenter, one Union representative, will not be in pay status and new employees will not be required to stay for the presentation.

ARTICLE II

VOLUNTARY PAYROLL DEDUCTIONS

SECTION 1

- A. Any employee(s) in the bargaining unit may authorize deduction of nondiscriminatorily levied Union dues from their earnings by signing the form "Authorization for Check off of Dues", such authorization to become effective thirty (30) days after receipt.

Authorized dues will be deducted in the amount specified by the Financial Secretary of the Union in writing to the Director of Human Resources, from each paycheck of each month except those months when the employees receive three (3) paychecks wherein the dues will only be deducted from the first and last paychecks of that month.

- B. Authorized dues and initiation fee, if any, will be deducted monthly in the amount specified by the Financial Secretary of the Union in writing to the Director of Human Resources except that no dues will be deducted from any June, July or August paychecks, except for those working as regular employees in the Summer Food Service Program. One week prior to the start of the program the Union will provide the District a list of Union Members and the amount of dues to be deducted. The amount of dues deductions shall be remitted to the Financial Secretary of the Union no later than the week following the actual deduction, together with a list of names (and amounts) from whom deductions have been authorized and made, whose authorization has been revoked (along with copies of such revocations), and whose employment has been terminated.
- C. An employee who wishes to revoke such authorization of deduction may do so by notifying the District by signing the form "Revocation of Authorization for Check off of Dues" which may be obtained in the department of Human Resources. Deduction shall be discontinued within thirty (30) days of the receipt of notice of revocation or authorization.
- D. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employees or for the disposition of the Union makes of the "check off" funds delivered to the Union.
- E. The Union shall indemnify and hold harmless the Davenport Community School District against any and all liability and expenses, including reasonable attorney's fees that may arise by reason of the compliance with the terms of this Article.

SECTION 2

The District also agrees to make deductions from wages for employees included in this bargaining unit for the following items providing wages will cover the deduction, when authorized in accordance with reasonable District rules:

- A. Credit Union - local
- B. United Way
- C. Annuities
- D. Insurance Programs under Article VII
- E. Savings Bonds
- F. Section 125
- G. Davenport School District Foundation
- H. AFSCME PEOPLE Program

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1 – DEFINITION

A grievance is a claim by an employee or the Union that there has been a violation, misapplication or misinterpretation of any provision of this Agreement.

SECTION 2 – PROCEDURE

LEVEL ONE - An attempt shall be made to resolve the alleged grievance in an informal discussion between the grievant and the Food Service Supervisor and/or his/her designated representative. If requested by the allegedly aggrieved employee, the appropriate Steward may participate in this informal discussion. It is understood that any specific complaint must be presented in writing for informal discussion within five (5) working days after the date of the occurrence of the event giving rise to the complaint; or after such event became known to the grievant.

LEVEL TWO - Between the aggrieved employee and appropriate Steward and the Food Service Supervisor and/or his/her designated representative.

- A. If the alleged grievance is not resolved informally in accordance with the provision of Level One (1) above, the grievance shall be reduced to writing on the AFSCME Council 61 form and signed by the aggrieved employee and the appropriate Steward within five (5) working days after the above Level 1 discussion on the alleged grievance has been concluded. Any such grievance reduced to writing shall specify the specific Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The Food Service Supervisor and/or his/her designated representative shall formally answer the grievance within five (5) working days from the receipt of the grievance.
- B. The Union shall be represented in Level Two of the Grievance Procedure by the Steward. The jurisdiction of the Steward shall be limited to the processing of grievances in the jurisdictional area in which they serve as Stewards.
- C. Any grievance which is not appealed to Level Three within five (5) working days from the receipt of the Food Service Supervisor's and/or his/her designated representative's answer shall be deemed settled on the basis of said Level Two answer.

LEVEL THREE - Between a tripartite Committee representing the School District consisting of the Director of Support Services, the Director of Human Resources and the Food Service Supervisor and/or their designated representative(s), and the Business Representative of the Union or his/her designated representative, the affected employee(s), and the union steward.

- A. The appropriate School District representative(s) shall meet with the Union Business Representative or his/her designated representative, the affected

- B. employee(s), and the union steward within five (5) working days from the date of the appeal to Level Three and formally answer the grievance within five (5) working days after the meeting at which discussion of the grievance was concluded between the parties. This formal answer shall be presented to the Union Business Representative or his/her designated representative, the aggrieved employee, and the union steward.
- C. Any grievance which is not appealed to Level Four within five (5) working days after the receipt of the School District Representative's written answer in Level Three shall be deemed settled on the basis of said answer.

LEVEL FOUR - ARBITRATION Grievances alleging a specific violation of this Agreement, and only such grievances, may be submitted to arbitration as provided below:

- A. Should the Union desire to submit a grievance to Level Four (Arbitration), it shall give written notice to the Director of Human Resources or his/her designated representative within ten (10) working days from the receipt of the School District's appropriate representative's answer in Level Three.
- B. Within ten (10) working days from date grievance was appealed to Level Four, the School District's representative and the Union shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period (i.e., ten (10) working days from appeal date), a written request for a list of arbitrators shall be made to the PERB by either party. The requested list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so and the striking shall continue until one name remains. The person whose name remains shall be the arbitrator. The striking shall be completed within five (5) working days from receipt of the list of arbitrators.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing and each party shall be furnished a signed copy thereof.

Each party shall bear its own costs, including any lost wages of witnesses or representatives. The expenses of the arbitration proceedings, including the arbitrator's fee and travel expenses, shall be shared equally by the parties.

SECTION 3

Time limits established in any level of the grievance procedure may be extended by mutual agreement between the parties.

SECTION 4

The aggrieved employee may be requested to be present at any level of the grievance procedure when either party deems it necessary.

SECTION 5

The processing of formal grievance under this procedure shall be conducted after regular work hours at a time and place, which will afford a fair and reasonable opportunity for all parties concerned to be present. When such hearings and/or conferences are held, at the option of the Food Service Supervisor, during the regularly scheduled workday, the certified Union representative who is an employee of the District and the affected employee(s) shall be excused from assigned duties and shall be paid regular straight-time hourly rate for that purpose.

ARTICLE IV

SENIORITY

SECTION 1 - DEFINITIONS

The term "seniority", whenever used in this Agreement, shall mean the relative ranking of employees in the bargaining unit in terms of continuous employment with the District including approved leaves of absence.

SECTION 2 - PROBATIONARY PERIOD

The first forty (40) work days of active employment of employees during the employee's last period of employment is a probationary period. Said forty (40) day period shall begin on the first work day after the job has been offered by the Food Service Supervisor, or his/her designee, and the employee has accepted.

When the probationary period is satisfactorily completed, seniority will date back to the beginning of the probationary period.

After a new employee has acquired seniority, the name of the employee and his/her seniority date shall be placed on the classification list in the building in which he/she is employed at the time of completion of the probationary period.

Upon hire, there shall be no seniority credit for any previous employment within the bargaining unit or other district employment.

SECTION 3 - LAYOFFS

In the event of a reduction in the work force, the following procedure shall be followed:

- A. Probationary employees in the affected job classification shall be removed from the active payroll first.
- B. If further reduction is required, employees with seniority shall be laid off from the affected classification in the reverse order of their seniority, with the understanding that employees with seniority removed from the building to which they are assigned may elect to be laid off from the active payroll rather than accept a transfer to another geographic location (i.e., building).

SECTION 4 - RECALLS

Employees shall be recalled to their former classification, on the basis of seniority, in the reverse order of their layoff, including employees who elected to accept a layoff from the active payroll rather than accept a transfer to another geographic location (i.e., building).

Any employee who fails to report for work under this Section within five (5) working days from the date of notice of recall shall be considered a voluntary quit.

SECTION 5 - POSTING OF LAYOFFS AND RECALLS

A list showing the names of employees who are to be laid off or who are to be recalled will be posted and made available to the office of the Food Service Supervisor, and a copy of said list will be furnished to the Financial Secretary of the Union prior to layoff or recall. If any deviation is made from seniority, an explanation will be made on this list. Employees subject to layoff shall be notified of such situations at least five (5) working days prior to scheduled date of layoff. There shall be no redress to the Grievance Procedure or Arbitration by any employee in connection with layoff or recall unless a grievance is presented within five (5) working days from the date of layoff or notice of recall.

SECTION 6 - JOB POSTING

No employee may apply for a transfer under the provisions of this Section who has been granted a change during the preceding four (4) months by this procedure. All vacancies, except for positions of less than three (3) hours per day will be subject to job bidding after the recall or restoration of all employees with recall and restoration rights to the job classification in which the vacancy exists in accordance with the following procedure:

- A. Any vacancy, which in the best judgment of the District is of a temporary nature, that is, of less than one hundred and twenty (120) days' duration, shall not be listed as a vacancy and it shall not be posted.
- B. The posting shall specify the job classification and building in which the vacancy exists, approximate hours of work and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy. The posting shall be placed at each District facility within which food service employee's work, in the food service work area.

- C. Any employee with seniority who has completed the required educational courses who can qualify or believes himself/herself to be qualified may apply for the posted vacancy by telephoning the Food Service Supervisor and submitting a completed "Application for Vacancy" which is attached hereto and made a part of this Agreement and is identified as Exhibit B.
- D. When the vacancy has been posted for five (5) working days the Food Service Supervisor shall accept no more applications for the vacancy. From the applications filed, the Food Service Supervisor shall determine those who are qualified and from this group, if there are more than one (1), shall fill the vacancy on the basis of seniority and ability. When qualifications and ability are equal, seniority shall prevail.

Vacancies occurring during the summer shall be posted every Monday at each District facility within which food service employees work, in the food service work area and may be filled four (4) days later. Vacancies must be applied for at the Operation Center.
- E. No employee may apply for a transfer under the provisions of this Section who has been granted a change during the preceding four (4) months by this procedure.
- F. Any employee who fills a vacancy by this bidding procedure and who fails to perform the required work satisfactorily or who desires to disqualify herself/himself, for reason(s) satisfactory to the Food Service Supervisor, within thirty (30) working days from date of assignment, shall be returned to his/her former work assignment. All transfers, which were enacted after the above cited vacancies shall also be reversed.
- I. Notice of any vacancies of less than three (3) hours duration that are not bid shall be provided in writing to the AFSCME Union Food and Nutrition Chapter Chairperson.
- H. For any position, which receives a successful internal bid, the vacancy shall be filled within ten (10) working days after the successful bidder accepts the position, when possible.

SECTION 7 - LOSS OF SENIORITY

Any employee who has acquired seniority shall lose his/her seniority for the following reasons only:

- A. If employee quits, either by (1) notifying the Food Service Supervisor or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the Food Service Supervisor.
- B. If employee is discharged from employment.

- C. If, after a layoff, employee fails to report for work within five (5) working days after being notified in writing at employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Food Service Supervisor. Employees laid off and desiring to retain seniority rights must keep their address known to the District.
- D. If employee is laid off by the District for a period of time equal to employee's length of service prior to layoff or a period of two (2) years, whichever is the lesser.
- E. If employee is absent for health reasons and is unable to return to work within two (2) years following the expiration of health leave.

SECTION 8

Employees with the same seniority dates subject to be laid off or recalled will be laid off or recalled on the basis of alphabetical designation of surname (i.e., A, B, C etc.)

ARTICLE V

HOURS OF WORK AND OVERTIME

SECTION 1 - COMPUTATION RECORD

The established computation period for employees for the purpose of determining hours worked over forty (40) begins at midnight Sunday and extends to midnight the following Sunday during the established school term.

SECTION 2 – OVERTIME

All time worked in excess of eight (8) hours in any one (1) day shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight-time hourly rate.

SECTION 3 - WORK SCHEDULE

All employees shall be assigned a schedule, which shall have a regular starting and quitting time. However, employees shall work extra hours when assigned to do so. When possible, advance notice will be given. Work schedules showing the employee's workdays and hours shall be posted in each building at all times, except when changed temporarily because of workload or some unanticipated emergency situation(s). Employees whose regular work schedules are being modified for the subsequent school year will be notified by August 15.

Should the District determine it necessary to reduce an employee's hours after the beginning of the employee's work year, and or change the job classification of an employee, the District agrees to give two (2) weeks advance written notice of permanent work schedule and/or job classification changes. In addition, the affected employee shall retain the insurance benefits enjoyed prior to reduction during the remainder of that school year.

SECTION 4 - VOLUNTARY WORK

Any work after the employee's regular workday for purposes of special affairs, such as banquets, shall be voluntary and paid at the regular rates for the work performed. Voluntary work performed before 5 a.m. and after 5 p.m. will receive a premium of 50 cents per hour.

SECTION 5 - REST PERIOD

The District shall allow a maximum paid period of fifteen (15) minutes for a rest period as nearly as possible in the middle of the shift for employees working a regular schedule of four (4) to five (5) hours in a day. Employees working five and a quarter (5.25) to eight (8) hours per day shall be allowed a maximum of two (2) paid periods, each as close as possible to the middle of the first and second one-half (1/2) of the shift.

SECTION 6 - LUNCH

All employees shall be granted a complimentary lunch to be eaten during a scheduled rest period or outside the work schedule.

SECTION 7 - TIME RECORDS

Employees shall be paid for all authorized time worked. All time in excess of regularly scheduled working hours shall be authorized in advance by the Food Service Supervisor and/or his/her designated representative.

ARTICLE VI

LEAVES OF ABSENCE

SECTION 1 - DEFINITION

Day of pay, for purposes of this Article, refers to the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight-time rate, on days the employee, but for the leave, would be regularly scheduled to work.

SECTION 2 - GENERAL PROVISIONS

- A. An employee on leave, as specified in the Article, shall retain and accumulate seniority and shall be returned to the classification held at the time of beginning such leave, provided the operation of the Seniority Article permits such return, and provided the employee returns to active employment at the expiration of such leave.

- B. To be eligible for voluntary leaves as specified in this Article, an employee with seniority must properly notify the Food Service Supervisor or the Supervisor's designee for such purposes, wherever possible, and complete the application forms.
- C. Pay received as paid leave, shall not count as hours worked for purposes of computing overtime.
- D. No leaves other than those specified in this Article are permitted.
- E. An employee who fails to report to work at the expiration of a leave shall be considered as voluntarily terminated unless the employee has a reason satisfactory to the Director of Human Resources.
- F. Employee requests for jury service, bereavement, emergency, health, union, and personal business leave are to be submitted to the Food Service Supervisor for approval.
- G. Leaves for bereavement, emergency, health, and personal business can be taken in one-hour increments.

SECTION 3 - JURY SERVICE LEAVE

- A. An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding to which the employee is not a party in a court of record will be excused from duty with pay less the amount of compensation received for such service or appearance excluding mileage and meal allowances.
- B. In order for an employee to be eligible, the employee shall:
 - 1. Immediately notify his/her immediate supervisor of receipt of summons for such service.
 - 2. Furnish his/her immediate supervisor proper evidence of amount of compensation received for such service.
- C. Any employee excused from service during their work schedule shall report to work to fulfill his/her workday. If any employee fails to report for work to fulfill his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused.

SECTION 4 - BEREAVEMENT LEAVE

- A. When death occurs in the immediate family of an employee, such an employee, upon request, will be excused from his/her regularly assigned duties and shall be paid for a reasonable amount of time (excluding Saturday, Sundays and holidays) because of such death, providing the employee attends the funeral, but in no event exceeding five (5)

normally scheduled workdays ending with the day after the funeral, except in the case of the employee's spouse.

- B. An additional five (5) normally scheduled workdays shall be allowed, if necessary, in the event of the death of an employee's spouse. Eligibility for an additional five (5) scheduled workdays under this Section B must receive prior approval from the Director of Human Resources.
- C. Members of the immediate family of the employee shall include only the following: spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or other relatives permanently residing with the employee.

SECTION 5 - EMERGENCY LEAVE

All employees shall be allowed a total of two (2) days in each school year, without loss of pay, for emergencies, such as emergency illness within the immediate family, funeral outside the immediate family, religious holidays requiring absence from work or disaster. Such leave days shall not be cumulative from year to year.

The following is a non-inclusive list of situations NOT qualifying as emergency leave:

- Vacations
- Attendance at non-school related meetings and activities
- Personal business that can be conducted during non-school hours or on non-school days
- Absences to accommodate, further or promote the employee's non-school related activities or the career of the employee's spouse

SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for limited periods of one or two semesters may be granted in the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resources. Leaves of absence for the first semester should be applied for by July 1, or as soon as possible thereafter.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the District during this type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leaves of absence are not eligible to draw any compensation or accumulated health benefit.
- D. Seniority shall be retained and accumulated during this type of leave up to the length of the approved leave.

- E. An employee on a leave of absence for any reason is not eligible for job bidding.

SECTION 7 - HEALTH LEAVE

- A. At the beginning of each school year, a total of fifteen (15) days of health leave allowance, accumulated from year to year, regardless of the number of years of continuous employment, shall be credited to each employee. However, any employee hired after July 1, 1998 and thereafter shall be limited to a maximum accumulation of one hundred eighty (180) days. It is understood that the term, "a day," refers to absence from a scheduled day's work, whether part time or full time. Further, a change in an employee's scheduled hours of work shall not affect the number of such health leave days accumulated and credited.
- B. In order to be eligible for health leave allowance, the employee shall notify his/her immediate supervisor as soon as possible regarding the illness. Upon request, the employee shall provide a physician's statement, or such other evidence as may be required, confirming the necessity of such absence and stating the employee was too ill to perform his/her work responsibilities.

A physician's statement may be required as evidence of the employee's ability to resume employment after a confining or disabling illness.

- C. Employees who return to the District following a leave of absence will have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- D. During the month of December each year, employees will receive a record of their accumulated health leave from the Director of Human Resources.
- E. New employees whose services commence after the beginning of the school term will be granted a pro rata share of the fifteen (15) days allowed.
- F. Scheduled holidays which intervene during an employee's absence due to personal illness are not deducted from health leave allowance.
- G. Every attempt shall be made by the employee to schedule medical and personal appointments at times when the least, if any, amount of time away from work is required.
- H. Employees may elect to supplement workers compensation benefits with accrued health leave in one (1) hour increments as necessary to restore daily compensation.

SECTION 8 - UNION LEAVE WITHOUT PAY

Election or appointment to office in or as a delegate representing the Union which required either temporary or full-time leave shall be allowed without pay. Such leave shall be limited to two (2) employees at the same time and shall be subject to two (2) weeks prior written notice to the Food Service Supervisor.

SECTION 9 - TEMPORARY LEAVES OF ABSENCE WITHOUT PAY

Temporary leaves of absence without pay may be granted for periods of up to four (4) months at the discretion of the District upon application of the employee and approval of the Supervisor of Food Service.

SECTION 10 - PERSONAL BUSINESS LEAVE

Each employee will be allowed one (1) day leave without loss of pay each school year for personal business. The employee must submit the leave form for approval to the Supervisor of Food Services, or his/her designee, forty eight (48) hours before the day requested and provided further that no such day is taken before or after any holiday or recess period, or during the first or last week of the school year. The leave is not to be used for personal business which can be reasonably conducted during the employee's nonworking time.

Listed below are the absences that shall be approved as proper use of Personal Business Leave:

- Court appearances
- Real estate transactions
- Family business
- Witness school related state level competition of a child
- Witness school related awards locally
- Accompany a child to visit a school for post secondary education
- Wedding of a son, daughter or self

Other absences may be approved as Personal Business Leave by the Director of Human Resources.

The following is a non-inclusive list of situations not qualifying as Personal Business Leave:

- Vacation
- Leisure activities (shopping, convention, tournament, etc.)
- Trip with spouse
- Wedding other than stated above

SECTION 11 – FAMILY AND MEDICAL LEAVE ACT

Employees covered under this agreement shall be covered under the terms and conditions of the Federal Government Family and Medical Leave Act. The Act may provide for rights and benefits in addition to those granted under this collective bargaining agreement. Employees may receive information concerning the Family and Medical Leave Act through the District Human Resource Services Office.

ARTICLE VII

INSURANCE

SECTION 1 - NO ADDITIONAL LIABILITY

The District will continue to provide or offer as outlined below all present policies listed in Section 3. The provisions of such policies shall control; the insurance companies shall operate such matters; and no insurance matter or any matter respecting these provisions may be grieved. The District assumes no liability beyond the listed policy. Insurance benefit coverage as provided by the District shall be continued and maintained by the District during the summer months.

SECTION 2 - INFORMATION

The District shall make reasonable attempts to inform employees of their insurance benefits, but such attempts to inform employees shall create no liability beyond the certificates of insurance or otherwise affect the application of Section 1, and employees shall rely only on such certificates of insurance. Copies of such certificates of insurance shall be furnished to employees and the Business Representative of the Union by the Director of Human Resources.

SECTION 3 - AVAILABILITY

- A. Any waiting periods, necessary voluntary agreements to participate, or any other availability restrictions, including "Pre-Existing Conditions: as outlined by the summary plan document of the listed policies shall prevail over the general language contained in this Article. The provisions of this Section speak only as to the general availability of insurance among different classifications and groups of employees.
- B. Hospitalization, Health, Major Medical Policy and Inpatient/Outpatient Diagnostic:
 - 1. Eligibility is based on scheduled hours per week. All employees who are scheduled to work twenty (20) hours or more will receive district paid single coverage pursuant to the terms of the Summary Plan Document distributed to employees and dated July 1, 2000. The employees working thirty-five (35) hours or more will pay \$5.00 per month, employees working from twenty-seven and one-half (27 1/2) up to thirty-four and three-quarters (34 3/4) hours will pay

\$10.00 per month, and employees working from twenty up to twenty-seven and one-quarter (27 1/4) hours will pay \$12.00 per month. For employees who elect to purchase family coverage, the District will co-pay \$40.00 of the premium.

Effective July 1, 2000, employees who are hired July 1, 1993, or after who are scheduled to work thirty (30) or more hours are eligible for insurance coverage.

The District will provide \$8.00 towards the cost of single vision insurance for employees who work six (6) hours per day or thirty (30) hours per week. Employees who were hired prior to July 1, 1993, who meet the eligibility requirements for health insurance, working 4 to 5.75 hours, will be offered the District contribution towards the cost of single vision insurance. Employees may elect to purchase vision insurance by having the difference between the family premium and the \$8.00 deducted from their paycheck.

2. Employees with seniority may pay the difference between the premium for single and family rate for eligible dependents. The District will pay \$40.00 towards the premium for those employees who opt to purchase family coverage. All the employees covered by this agreement at the work hours noted, shall have the option to purchase the above described health/major medical insurance by authorizing a payroll deduction for either the single or family premium.

3. The District will reimburse up to \$500 each fiscal year per employee with single coverage towards the \$500 deductible, and will reimburse up to \$500 each fiscal year per employee with family coverage towards the \$1,000 deductible. Receipts are required for reimbursement.

- C. Life, Accidental Death and Dismemberment Insurance Policy of \$4,000.00: Fully District paid for all employees with seniority.
- D. Long-term Disability Insurance Policy: Fully District paid for employees with seniority scheduled to work an average of four (4) hours or more per workday.
- E. General Liability and Catastrophe Insurance Policy: District paid for all employees with seniority.
- F. Worker's Compensation: District paid as required by law.
- G. Dental Insurance: District paid single coverage for employees with seniority scheduled to work four (4) or more hours per work day.

Employees with seniority who are scheduled to work four (4) or more hours per work day and who are enrolled in single dental insurance may purchase family dental by having the difference between the single and family premium deducted from their paychecks.

The District will provide up to \$64 per month for family dental insurance for employees with seniority scheduled to work (6) or more hours per work day and scheduled to work 260 days per year.

- H. The Board will provide employees the opportunity to participate in a Section 125 Plan with inclusion of provisions for:
- Dependent Care
 - Unreimbursed Medical Expenses
 - Cost of Insurance

ARTICLE VIII

HOLIDAYS AND VACATIONS

SECTION 1

The District shall recognize the following eleven holidays:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Winter Holidays (2)
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Spring Holiday (1)
Memorial Day
July 4 (for regular summer employees)

SECTION 2

Employees will not receive pay for holidays enumerated above under the following conditions:

- A. If they are temporary or probationary employees.
- B. Employees not working due to lack of work or suspension or discharge.
- C. Holidays occurring during an employee's leave of absence.
- D. Employees who refuse or fail to report for work on such holidays when requested by the Food Service Supervisor.
- E. Employees who are absent on the scheduled workday preceding the holiday or are absent the scheduled workday following the holiday, unless they have a reason satisfactory to the Director of Human Resources.

- F. Eligible employees will receive holiday pay computed as though they had worked their customary hours at their regular straight-time hourly rate. Effective July 1, 2005, employees with seniority who are scheduled to work 260 days per year will receive 12 holidays as designated in Section 1.

Employees hired July 1, 1993 or after are eligible for holiday pay as follows:

Effective July 1, 2005, employees with seniority who are scheduled to work 260 days per year will receive 12 holidays as designated in Section 1.

Employees who are scheduled to work 30 hours or more in one week will receive eleven holidays as designated above.

Employees who are scheduled to work 20 to 29.75 hours in one week will receive four (4) holidays – one (1) Winter, one (1) Spring, Memorial Day, and President's Day.

Employees who are scheduled to work less than 20 hours in one week and who have completed one full year of employment will receive four (4) holidays – one (1) Winter, one (1) Spring, Memorial Day, and President's Day. Employees who are scheduled to work less than 20 hours in one week and who have completed one full year of employment prior to July 1, 2005 will receive the full complement of four (4) holidays. Employees who are scheduled to work less than 20 hours in one week and who were hired on or after July 1, 2004 will receive the holidays set forth in this paragraph which occur after they have completed one full year of employment.

SECTION 3

If an employee works on a holiday, he/she shall be paid in addition to his/her holiday pay, time and one-half for all hours worked.

SECTION 4

Holiday hours shall not be considered as time worked in computing overtime.

SECTION 5

Employees with one (1) to five (5) years of continuous service as Davenport Food Service employees shall become eligible to accrue one (1) weeks' paid vacation, five (5) days. Employees with six (6) or more years with the District will be eligible to accrue ten (10) days paid vacation.

- A. Time off for vacation shall be taken and paid one-fourth winter break, one-fourth spring break, and one-half during the summer when school is not in session.

- B. Employees shall be paid for vacation based upon their scheduled hours and hourly rate in effect as of the last working day prior to the vacation pay out.
- C. Employees hired July 1 1993 or after are not eligible for vacation pay. However, effective July 1, 2005, employees with seniority scheduled to work 260 days per year will receive vacation as set forth above and will schedule their vacation at any time during the calendar year with the approval of the Food and Nutrition Service Supervisor, or his/her designee.

ARTICLE IX

WAGES

SECTION 1

The schedule of wage rates set forth in Exhibit A attached hereto and made a part hereof shall be effective during the life of this Agreement. The schedule of extra pay for certification set forth in Exhibit A attached hereto and made a part hereof shall be effective during the life of this Agreement. Appropriate certification is optional for all employees.

SECTION 2

- A. When it becomes necessary to temporarily transfer an hourly rated employee to a higher job classification for 50% or more of the daily work schedule of the higher job classification position, the employee shall be paid his/her regularly established hourly rate or the established hourly rate of the job classification to which he/she is temporarily transferred, whichever is greater.
- B. When an hourly rated employee is permanently transferred to another job classification for any reason, such an employee shall be paid the established rate for the job classification to which he/she has been transferred.
- C. Payment for services under A and B will be retroactive and paid bi-weekly.

SECTION 3 - PAY DAY

Cafeteria employees shall be paid on a biweekly basis; Food Service payrolls terminate on alternate Fridays and wages for services rendered are paid on the following Friday. Pay day may also be temporarily changed when an emergency develops which is beyond the control of the District. All pay checks shall be distributed during regular working hours on the established pay day.

SECTION 4

- A. When a physical, psychiatric/psychological, tubercular, examination or laboratory test has been done by a physician acting at the request of the District subsequent to employment, a report of such examination will be furnished to the personal physician of the employee involved upon the request of the employee and his/her physician. The expense of such examination or tests shall be borne by the District.
- B. Additionally, an employee returning to work following a period of absence from work, e.g. layoff or leave of absence, may be required by the District to take a physical examination. When such examination is required, the expense of the examination shall be paid as detailed in Paragraph A of this Section.

SECTION 5 - UNIFORM/LAUNDRY ALLOWANCE

The District shall provide all Food Service Department employees with seniority who are required to wear uniforms in the performance of their duties a uniform/laundry maintenance allowance of \$60.00 for employees who have a work assignment of up to 185 days, \$80.00 for employees whose work assignment is between 186 and 259 work days, and \$100.00 for employees whose work assignment is 260 days. Summer program employees, however, shall only receive \$60.00 plus the \$20.00 they receive pursuant to Article 13, Section 1, Letter H. The above uniform/laundry maintenance allowance shall be reimbursed with receipts at any time during the year, but no later than the last pay check in June. Original receipts are to be submitted to the food service office. Reimbursable items may include: articles of clothing and undergarments worn on the job, shoes, shoe repair, hairnets, laundry service, and laundry supplies.

ARTICLE X

HEALTH AND SAFETY MATTERS

SECTION 1 - FACILITIES

The employer shall provide and maintain a safe and healthy place of employment. All employees shall endeavor in the course of performing the contracted duties associated with their employment to be alert to unsafe and unhealthy practices, equipment or conditions and to report any such unsafe or unhealthy practices, equipment or conditions to their immediate supervisor.

SECTION 2 - PROTECTIVE DEVICES

Such special clothing, equipment and devices as may be required by the employer for the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

ARTICLE XI

IN-SERVICE TRAINING

The District will provide in-service training for employees to acquire knowledge or skills required to maintain his/her current job classification. Employees will be in pay status for this training.

ARTICLE XII

GENERAL CONDITIONS

SECTION 1 - PERFORMANCE EVALUATIONS

Employees' work performance shall be evaluated on the District's evaluation form. Employees who do not agree with their respective evaluations may attach a written rebuttal to their performance evaluation. Said rebuttal shall be placed in the employee's personnel file.

ARTICLE XIII

SUMMER FOOD AND NUTRITION SERVICES PROGRAM

SECTION 1 - JOB POSTING

- A. Resignation from the Summer Food and Nutrition Services Program must be filed in the Food Service office no later than April 1. Vacancies will be posted in advance giving all interested food service employees an opportunity to apply. Vacancies will be filled based on qualifications, seniority and ability. When qualifications and ability are equal, seniority shall prevail.
- B. The posting shall specify the job classification and building in which the vacancy exists, approximate hours of work and any qualifications necessary for an employee with seniority to be eligible to make application for the vacancy. The posting will be placed at each District facility within which Food Service employees work, in the food service work area.
- C. Any employee with seniority who has completed the required educational courses who can qualify or believes himself/herself to be qualified may apply for the posted vacancy by telephoning the Food Service Supervisor and submitting a completed "Application for Vacancy" which is attached hereto and made a part of this agreement and is identified as Exhibit B.
- D. When the vacancy has been posted for three (3) working days the Food Service Supervisor shall accept no more applications for the vacancy from the applications filed. The Food Service Supervisor shall determine those who are qualified and from this group, fill the vacancy on the basis of seniority and ability.

- E. No later than the third Monday in April all summer vacancies to date shall be posted and regular bidding and filing procedures apply.
- F. Any employee who fills a vacancy by this bidding procedure and who fails to perform the required work satisfactorily or who desires to disqualify herself/himself, for reason(s) satisfactory to the Food Service Supervisor, within five (5) working days from the date of report, shall be returned to his/her former assignment.
- G. Those regular school year employees awarded summer positions will retain the position for subsequent summer operations as long as the program continues. If, during the summer, an employee(s) vacate(s) a position, the District will post the position for regular employees to apply. Selections will be made in accordance with provisions in paragraph D. above.
- H. The District will provide a \$20 uniform allowance with receipts which represents one-third of the \$60 allowance received by employees for the regular school year. Refer to Article IX, Section 5, for a list of reimbursable items and for submission procedures.
- I. Only food service bargaining unit employees shall be eligible to bid in the summer Food and Nutrition Program.

SECTION 2 - VACATION

No vacation shall be accrued. Employees working in the Summer Feeding Program may apply for unpaid summer vacation under the following conditions:

- No more than five (5) days consecutively will be allowed
- Vacation can't be taken during the first week of the program
- No more than five (5) employees will be allowed vacation in any week
- Employees are eligible if they were a regular summer employee the preceding summer
- Employees attending training courses do not qualify for vacation time
- Application for summer vacation time off must be applied for between March 1 and April 30, inclusive
- Vacation will be granted based upon department seniority

SECTION 3 - HEALTH LEAVE

No additional health leave shall be accrued, but existing accruals may be used if necessary.

SECTION 4 - SUBSTITUTES

Regular school year employees may voluntarily be used as substitutes when necessary. They will receive pay according to the regular scale for the job being performed.

SECTION 5 - LEAVES OF ABSENCE

Requests will be handled according to the labor agreement.

ARTICLE XIV

DURATION AND EFFECT OF AGREEMENT

SECTION 1 - DURATION

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2007.

Signed this _____ day of _____, 2005.

**FOR DAVENPORT COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION.**

Rita Hattis
Laurie Peyton Crane

FOR LOCAL NO. 751

Rita Hattis
Cynthia Dwyer
R. Hattis

EXHIBIT A

DAVENPORT COMMUNITY SCHOOL DISTRICT

FOOD SERVICE EMPLOYEES

HOURLY RATED JOB CLASSIFICATIONS

Classification	Probationary New Hire	2005-06	Probationary New Hire	2006-07
Head Cook				
High School	\$8.60	\$10.16	\$8.82	\$10.41
Intermediate	\$8.49	\$ 9.88	\$8.70	\$10.13
Baker II	\$8.60	\$10.16	\$8.82	\$10.41
Cook	\$7.96	\$ 9.36	\$8.16	\$ 9.59
Cook-in-Charge	\$7.96	\$ 9.36	\$8.16	\$ 9.59
Baker I	\$7.96	\$ 9.36	\$8.16	\$ 9.59
Cashier I	\$7.62	\$ 9.03	\$7.81	\$ 9.26
Cashier II	\$7.78	\$ 9.19	\$7.97	\$ 9.42
Cashier III	\$7.94	\$ 9.35	\$8.14	\$ 9.58
Food Service Worker	\$7.41	\$ 8.85	\$7.60	\$ 9.07
Van Driver	\$9.29	\$10.76	\$9.52	\$11.03

PREMIUM FOR LEVEL I AND LEVEL II SCHOOL NUTRITION ASSOCIATION SNA CERTIFICATION (All Employees)

Level I	\$0.20	\$0.20	\$0.20	\$0.20
Level II	\$0.40	\$0.40	\$0.40	\$0.40

Longevity for continuous service (Beginning Year 2000-2001)

Year 10	\$0.10
Year 20	\$0.20

EXHIBIT B

APPLICATION FOR VACANCY

TO: Food Service

SUBJECT: TRANSFER

I _____ request a transfer to _____
School Cafeteria to the position of _____ for _____ hours per day.

_____ (Signed)

_____ (Date)

SIDE AGREEMENTS

July 1, 2005 – June 30, 2007

1. The settlement agreement related to grievance #65832, dated November 22, 2000, will be honored.

If a meeting with the task force is not held prior to May 1, 2005, then the following agreement will be in place:

The District and the Union may each appoint up to nine members to serve on a task force to listen to a presentation by an objective 3rd party on the advantages and disadvantages of creating a merged collective bargaining agreement. In addition, the DCSD Board of Education will be invited to attend. The parties will jointly draft a letter to be sent to the University of Iowa requesting experts who will be able to meet with the task force ideally by October 1, 2005. In the event the University of Iowa submits more than one expert, the parties shall alternately strike names and the party making the first strike shall be the party winning a coin toss. Discussion will take place following the presentation. Members of the task force will not be in a paid status prior to the time the Union submits its initial proposal for the 2007-08 negotiations.